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PATENT RECORD
COVER

103357454

eDocket No.:

2007 JAN -4 PM 12:13

To the Commissioner for Patents: **Mail Stop Assignment Recordation Services** - Please record the attached ~~copy~~ **FINANCE SECTION**

1. Name of conveying party(ies):

(1) H.B. Fuller Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

Execution Date(s) December 1, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies):

Name: Valspar Sourcing, Inc.

Internal Address: _____

Street Address: 1101 South Third StreetCity: Minneapolis, State: MN ZIP: 55415Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent numbers(s):

☐ This document is being filed together with a new application.

A. Application No.(s)

10/206,482 (now issued as Patent No. 7,105,201); and
11/331,247

B. Patent No.(s)

7,034,075; 5,684,066; 5,905,104; 6,166,123; 6,162,856;
6,180,726; and 5,045,114Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Andrew UbelStreet Address: Valspar Sourcing, Inc.1101 South Third StreetCity: Minneapolis State: MN ZIP 55415Phone Number: 612-332-7371Fax Number: 612-375-7313Email Address: patents@valspar.com6. Total number of applications and patents involved:
Nine7. Total fee (37 C.F.R. 1.21(h) & 3.41):...\$ 360.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)
 The Commissioner is hereby authorized to charge any additional fee required under 37 C.F.R. 1.16 and 1.17 and credit any over payments to Deposit Account No. 50-2070. Deposit Account Name: Valspar Sourcing, Inc.

8. Payment Information:

- a. Credit Card Last 4 numbers 8354
Expiration Date 03/09
b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Date: January 3, 2006

Andrew A. DeMaster, Reg. No. 57,326

Total number of pages including cover sheet, attachments and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, PO Box 1450, Alexandria, VA 22313-1450

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PATENT
 REEL: 018746 FRAME: 0146

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (the "Assignment") is made as of the 1st day of December 2006, by and between H.B. Fuller Company, a Minnesota corporation, ("Assignor") and Valspar Sourcing, Inc., a Minnesota corporation ("Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Assignor is the owner of certain patents and/or patent rights (referred to herein collectively as the "Patents").

B. Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Patents, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Patents to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, the Parties agree as follows:

1. **Definition.** The term "Assigned Patents" shall mean those patents or patent applications listed in Table 1, including any and all inventions set forth and described therein and any and all improvements in such inventions (including all related inventions made within five years after the execution of this Assignment in the same field or art which competes with, are alternatives for, or share identity of purpose and function with any of the inventions) and any inventions, patents or patent applications owned by Assignor as of the effective date of this Assignment that relate to the Business as defined in the Asset and Share Purchase Agreement dated as of October 18, 2006 (the "Purchase Agreement"), as well as any and all patents maturing from a continuation, continuation-in-part, continued prosecution application, division, reissue, or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model, inventors' certificates, or other United States or foreign patent.

TABLE 1

PATENT NUMBER / PATENT APPLICATION SERIAL NUMBER	COUNTRY	TITLE
7,034,075	US	Low Gloss Powder Coating Compositions
10/0206482	US	Versatile Processes for Preparing and Using Novel Composite Particles in Powder Coating Compositions
11/0331247	US	Versatile Processes for Preparing and Using Novel Composite Particles in Powder Coating Compositions

PATENT NUMBER / PATENT APPLICATION SERIAL NUMBER	COUNTRY	TITLE
CA2489543	CA	Versatile Processes for Preparing and Using Novel Composite Particles in Powder Coating Compositions
CN1671774	CN	Versatile Processes for Preparing and Using Novel Composite Particles in Powder Coating Compositions
EP1858584	EP	Versatile Processes for Preparing and Using Novel Composite Particles in Powder Coating Compositions
MXPA05000869	MX	Versatile Processes for Preparing and Using Novel Composite Particles in Powder Coating Compositions
5,684,066	US	Protective Coatings Having Enhanced Properties
CN1079415	CN	Method for Preparing Protective Coatings Having Enhanced Characteristics
NZ324195	NZ	A Protective Coating Comprising Polyacrylic and Polysiloxane Polymers and Inorganic Compound Selected from Hydrated Silicates of Aluminum and Calcium Metasilicate
5,905,104	US	Heat Resistant Powder Coating Composition
JP3241740	JP	Heat Resistant Powder Coating Composition
6,166,123	US	Reflective Composition of Particles with Resinous Binder and Process for Preparing Same
6,162,856	US	Reflective Composition of Particles with Resinous Binder and Process for Preparing Same
6,180,726	US	High Temperature Resistant Coating Composition and Method of Using Thereof

PATENT NUMBER / PATENT APPLICATION SERIAL NUMBER	COUNTRY	TITLE
5,045,114	US	Reflective Composition of Aluminum Particles Milled Together with Resinous Binder and Process for Preparing Same

2. Assignment of the Assigned Patents. Subject to the terms, conditions, and limitations set forth herein, for good, valuable and legally sufficient consideration for said Assignor, the receipt and sufficiency of which is hereby acknowledged by said Assignor, said Assignor has sold, assigned, transferred and set over, and as demonstrated by this Assignment does sell, assign, transfer and set over unto said Assignee, all of Assignor's right, title and interest in and to the Assigned Patents.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to obtain injunctive relief or collect any and all damages arising from said claims or causes of action.

4. Maintenance Fees. Assignee agrees and acknowledges that Assignee is responsible for maintaining the Assigned Patents, including, but not limited to, paying any applicable maintenance fees associated with the Assigned Patents.

5. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required) in the implementation or perfection of this Assignment. Assignor agrees that, through its officers and employees, it will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor and its officers and employees respecting the Assigned Patents and testify in any legal proceeding. Assignor agrees that it shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Patents.

6. General Provisions.

6.1 Merger and Integration. This Assignment, together with the Purchase Agreement among the Parties, represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing, signed by the Parties hereto.

6.2 Severability. It is expressly agreed that if any term or provision of this Assignment is held to be invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

6.3 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

6.4 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever as a result hereof.

6.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

6.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

6.7 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

6.8 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Minnesota without reference to its conflicts of laws principles.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, this Assignment of Patents has been duly executed by the Parties hereto as of the date first written above.

"Assignor"

H.B. FULLER COMPANY

By: 

Title: Group President and General
Manager, Full-Valu Specialty

"Assignee"

VALSPAR SOURCING, INC.

By: 

Title: Executive Vice President